

Hamid Falaki Assignment

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hamid Falaki
Veluppillai Manimohan

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **11/24/2006**

2. Name and address of receiving party(ies):

Name: **NEC Corporation**

Internal Address:

Street Address: **7-1, Shiba 5-chome, Minato-ku****Tokyo, Japan**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Filing Date

B. Patent No.(s)

10/597,647**8/2/2006**Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Michael E. Whitham**

Internal Address:

Whitham Curtis Christofferson & Cook, PCStreet Address: **11491 Sunset Hills Road - #340**City: **Reston** State: **VA** ZIP: **20190**

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41):.....\$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2041

(Attach duplicate copy of this page if paying by deposit account)

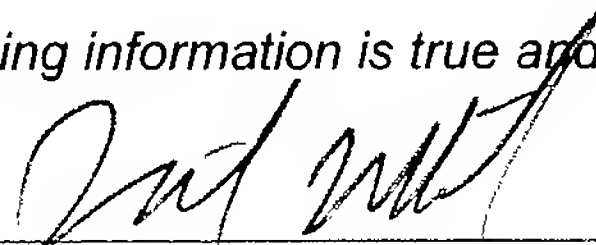
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael E. Whitham

Name of Person Signing



Signature

June 19, 2007

Date

4

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT OR DESIGN: SOLE OR JOINT
(U.S. and Foreign Rights)

**ASSIGNMENT OF UNFILED APPLICATION
FOR UNITED STATES PATENT**

WHEREAS:

NAME AND ADDRESS
OF ASSIGNOR:

Hamid FALAKI and Veluppillai MANIMOHAN of
c/o NEC Technologies (UK) Ltd., Level 3,
Imperium, Imperial Way, Reading, Berkshire RG2
0TD, United Kingdom

(Hereinafter referred to as ASSIGNOR), have invented and
own a certain invention entitled:

TITLE OF INVENTION:

**SYSTEM AND METHOD FOR NETWORK
HANDOVER**

(filed on Feb. 3, 2005 as PCT application no.
PCT/JP2005/001988)

(hereinafter referred to as INVENTION) for which application
for Letters Patent of the United States has been executed on
even date herewith,

WHEREAS:

FULL NAME AND ADDRESS
OF ASSIGNEE:

NEC Corporation
7-1, Shiba 5-chome, Minato-ku, Tokyo, Japan

(hereinafter referred to as ASSIGNEE), is desirous of acquiring
the entire interest in, to and under said invention and in, to and
under Letters Patent or similar legal protection to be obtained
therefore in the United States and in any and all foreign
countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be
it known that good and valuable consideration from
ASSIGNEE to ASSIGNOR, the receipt of which is hereby
acknowledged, ASSIGNOR hereby sells, assigns and transfers
to ASSIGNEE the full and exclusive right, title and interest to
said invention and all Letters Patent of the United States to be
obtained therefor on said application or any continuation,
division, renewal, substitute or reissue thereof for the full term
or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale,
agreement or encumbrance has been or will be made or entered
into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its
request, be provided promptly with all pertinent facts and

Note: Assuming
Assignee
accounts cost
incurred by the
Assignor in
providing the
documentation.

documents relating to said application, said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes hereof.

ASSIGNOR further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent and/or for obtaining any reissue or reissues of any Letters Patent which may be granted for the aforesaid INVENTION as the ASSIGNEE or its designee(s) may from time to time require and prepare at its own expense.

ASSIGNOR hereby authorize and request the Commissioner of Patents and Trademarks to issue any United States Letters Patent which may issue on said INVENTION to said ASSIGNEE, as assignee of the whole right, title and interest thereto.

DATE OF SIGNING:

Warning: This must be the same as the date of signing of the declaration and power of attorney of the patent or design application.

SIGNATURE(S):

The signature(s) must correspond with the name(s) of the inventor(s) above. Type name(s) of inventor(s) under signature line(s).

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this 24th day of November, 2006.



(Signature)

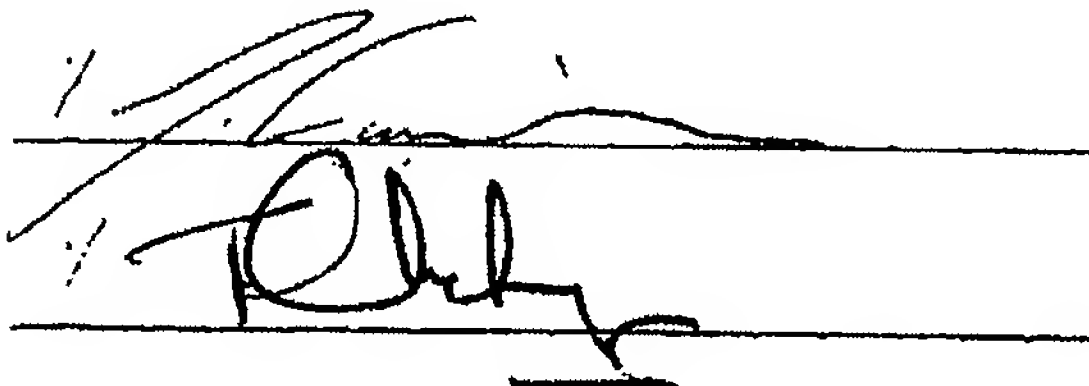
Hamid FALAKI



(Signature)

Velupillai MANIMOHAN

WITNESS:



Instructions for assignment signing:

All information, names of inventor(s) and assignee, title of invention and particulars of application should be completed. No witnessing or legalization is necessary. However, if this assignment is legalized, then it will be *prime facie* evidence of the execution of the assignment.

Copy of the Contract of Employment

DATED 17 February, 2003

NEC TECHNOLOGIES (UK) LTD

~ and ~

Veluppillai Balakrishnar Manimohan

**Contract of Employment
Statement of Particulars of Terms
of Employment**

NEC TECHNOLOGIES (UK) LTD

Contract of Employment : Statement of Particulars of Terms of Employment

<u>Employer:</u>	NEC TECHNOLOGIES (UK) LTD, The Imperium (Level 3), Imperial Way, Reading, Berkshire RG2 0TD ("the Company")
<u>Employee:</u>	Veluppillai Balakrishnar Manimohan
<u>Date when these Particulars are current:</u>	17 February, 2003
<u>Date of issue of this Statement:</u>	17 February, 2003
<u>Place of Work:</u>	The Imperium (Level 3), Imperial Way, Reading, Berkshire, RG2 0TD

Intellectual Property including
(but not limited to) Patents
Registered Designs & Copyrights:

Patent Policy

The Employee agrees at all times and in all respects to comply with the provisions of the Company's Patent Policy from time to time in force.

If there is any conflict between this Contract and the Patent Policy, the terms of the Patent Policy shall prevail.

Patents and Registered Designs

The Employee agrees that by virtue of the nature of his or her duties and the responsibilities arising from them he or

she has a special obligation to further the interests of the Company. Any matter or thing capable of being patented under the Patents Acts, registered under the Registered Designs Act made, developed or discovered by the Employee, either alone or in concert, while in the performance of his or her normal duties or duties specifically assigned to the Employee, will forthwith be disclosed to the Patent Officer or in his/her absence, the General Manager and, subject to the provisions of the Patents Acts Registered Designs Act or any other relevant enactment, shall belong to and be the absolute property of the Company.

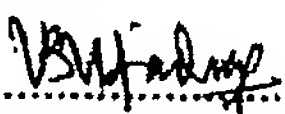
The Employee undertakes, notwithstanding the termination of his or her employment, to sign and execute all such documents and do all such acts as this Company may reasonably require:-

- (a) to apply for and obtain in the sole name of the Company, unless it otherwise directs, patent, registered design or other protection of any nature whatsoever in respect of the inventions in any country throughout the world and, when so obtained or vested, to renew and maintain the same;
- (b) to resist any objection or opposition to obtaining and any petitions or applications for revocation of, any such patent, registered design or other protection;
- (c) to protect any proceedings for infringement of any such patent, registered design or other protection.

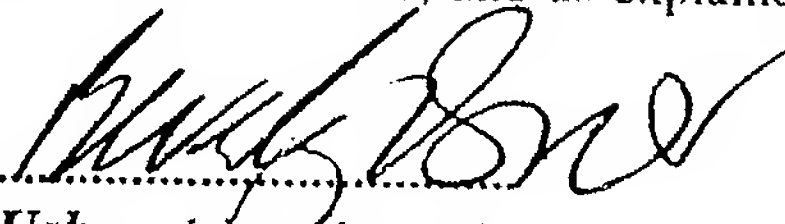
The Company hereby undertakes to indemnify the Employee in respect of all costs, claims and damages, howsoever and wheresoever incurred in connection with the discharge by the Employee of any and all such requirements as explained in (a) to (c) above.

In respect of any invention which belongs to the Company by virtue of the Patents Acts Registered Design Act or any other relevant enactment, it shall be for the Company in the first instance to decide whether to apply for patent or other protection in law.

I hereby accept the offer of employment on the terms and conditions set out above; and as explained in the covering letter dated 17 February, 2003.

Signed: 
Veluppillai Balakrishnar Manimohan

Dated: 20 February 2003.

Signed: 
Beverly Usher *duty authorised*
for and on behalf of the Company

Dated: 17 February, 2003

I confirm that my start date will be: as soon as work permit is approved,
I'll provide a start date.

Copy of the General Agreement

*copy - Agreement
file*

NEC Japan, NEC Technologies (UK)

GENERAL AGREEMENT

FOR R&D ACTIVITIES

10.2 The Contractor agrees that all copyrights, patents and other proprietary right in and to the Deliverable Items, (except those in the United Kingdom and/or country of origin as defined in the foregoing clause) shall belong to NEC free and clear of any claims by the Contractor of any kind of character whatsoever. NEC shall have all the rights, including, but not limited to, the right to make, have made, copy and reproduce, use, modify, translate, prepare derivative works from, sell, lease, repair, perform, display, license or distribute (including licensing or sublicensing in the course of distribution) the Deliverable Items.

10.3 Contractor shall provide NEC with (i) a copy of description of each Invention prepared by the inventor employee for review and evaluation by Contractor's management within two (2) weeks of the employee's submission thereof, and (ii) copies of patent application documents for each Invention within two (2) months of Contractor's filing application for patents thereon


10.4 Contractor shall provide NEC with all documents, and take all actions, necessary for NEC to apply for and maintain patents in countries other than the United Kingdom and/or country of origin, including but not limited to certificates, which are required for filing applications in such other countries claiming the Convention priority of the Contractor's patent application


10.5 The Contractor is in accordance

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first above written.

NEC Corporation

NEC Technologies (UK) Ltd.


Name: Hideyuki Tsunoda
Title: General Manager
Mobile Terminals Division


Name: Yutaka Ogawa
Title: Director, Administration

Copy of the letter sent to the inventor,
Mr. MANIMOHAN



NEC Technologies(UK) Ltd
The Imperium (Level 3),
Imperial Way
Reading
Berkshire
RG2 0TD
United Kingdom

Veluppillai Manimohan

Date: 27 April 2007

Re: Your Patent Application 03/54

Dear Veluppillai

My name is Jessica Gardiner. I took over the Patent Administrator role from Sarah Packham when she left in October 2005. Unfortunately, this means that we did not have the opportunity to meet.

I am writing to you regarding your patent application 03/54. As you know by now, NEC Corporation have reviewed your patent application and are very interested in the technology that it incorporates and would like to file this application in the US. In order for them to do this, they have asked for you, as the inventor, to approve their action by signing the two following enclosed documents:

- 1. Combined Declaration and Power of Attorney for Utility or Design Patent Application**
- 2. Assignment of Unfiled Application for United States Patent**

This is a courteous request out of respect for you as the original inventor however if this signing is not complete, the filing will legally continue nevertheless. A third party name will then be added to the patent as joint inventor, allowing that person to sign on your behalf.

I hope that you will respond to this goodwill appeal by returning the signed documents to me at the address above on or before Friday 18 May 2007.

Kindest Regards



Jess Gardiner

Patent & Commercial Co-ordinator

Copy of the Airway Bill with the
inventor's signature

51 Milford Road, Reading RG1 8LG
Tel: (01189) 525167
After 19.00 Tel: (01189) 508741

WORK SHEET

NAME: LEE
Date: 2/1/07

CLIENT	PICK-UP ADDRESS	NAME & DELIVERY ADDRESS	WAITING TIME	BOXES/ PACKAGES	SIGNATURE ABOVE WITH PRINTED NAME BELOW	DELIVERY TIME
NEC	Locally	57 Elizabeth Ave Tillete			W. M. A. 103 H. M. A. 103	
Mitre	Local	80 Liverpool St London EC2			W. M. A. 103 H. M. A. 103	
AH	516 Wandsworth Rd London SW8	111 Argyll Ave Hove BN1			W. M. A. 103 H. M. A. 103	
Bion	Avenue 10th Colbrook	Bion			W. M. A. 103 H. M. A. 103	
	ATP 10th Buckingham Ave Slough	Locally			W. M. A. 103 H. M. A. 103	